A. CHANGES TO AMENDMENT 0003

1. Page 3 of 10, Paragraph M02, All or None is changed to read:

Change CLIN/Groups to read as follows:

CLIN/Groups 0001-0010, 5001-5009 and 6001-6009

2. The answer to the 2nd question on page 6 of 10 is changed to read, "Yes; the page limitations identified in L14, WRITTEN PROPOSAL FORMAT: VOLUME I PART 2, are correct as written."

B. CHANGES TO THE SOLICITATION

- 1. Replace page 8a of 391 with page 8 of this amendment.
- 2. Page 10 of 391, C-1.1, Scope of Work, paragraph 4,

Change the Gaining Site for Belvior to now read both Richmond and Meade.

C. ATTACHMENT 1 - WAGE AND RATE DETERMINATION

Add the following Wage & Rate Determination that can be found at http://www.ceals.usace.army.mil/netahtml/srvc.html.

Wage Determination No: 94-2453 REV (10) for Monroe, PA Wage Determination No: 94-2377 REV (10) for Jefferson, NY Wage Determination No: 94-2241 REV (16) for Maine, All counties

D. QUESTIONS AND ANSWERS

Q: Section B, CLIN 0001. Includes costs for tools, materials, and transportation in addition to labor. In making the A76 comparison with the MEO, will the Government include only the Contractor's labor related costs in the Line 1?

A: The MEO does not use the format of Schedule B in developing its cost. The MEO responds to the PWS (Section C and all associated technical exhibits). The MEO proposes an organization and associated budget. A minimum cost differential of the lesser of 10 percent of personnel costs or \$10 million over the performance period, must be met before converting from in-house performance. The minimum differential is established to ensure that the Government will not convert for marginal estimated savings.

Q: Section B, CLINs 0002, 0005, 0006, 0007, 0008, and 0009. The unit of issue for these CLINs is understood to be "labor hour". Is that correct? Performance under these CLINs may require the Contractor to provide consumables such as packaging, packing and crating materials. TE#6, page 235, says "The Government will furnish common supplies such as…" Does that include packaging, packing, crating and similar materials as might be needed for these indefinite quantity CLINs? If not, how will the Government treat the material costs included in the Contractor's hourly labor rates, in making the A76 Line 1 comparison with the MEO?

A: In accordance with paragraph 3.1.3, Government-Furnished Materials (GFM), the Government will supply consumable materials. Government-supplied materials include packaging, packing and crating materials required for work as well as the materials included in TE-6." CLINs 0002 and 0005 through 0009 are for labor hourly rates only.

Q: Section B, CLIN 0005. This CLIN does not include an estimated number of hours. Will the Government provide an estimate as provided for the other indefinite quantity CLINs? A: No; these are unforeseen events and would be negotiated if and when they occurred.

Q: The structure of these CLINs suggests that the only way the PA can obtain reimbursement for processing surplus/excess property is if line items are entered in DAISY as new "receipts" during the PA's period of performance. Is it the Government's intent to reimburse only for "receipts" entered in DAISY?

A. Yes. A lump sum will be paid per month based upon the range in which the actual number of new receipts falls.

Q: 0001 - You treat CLIN AB different then CLIN AD are they added the same?

A: CLIN AD will not be considered in the price evaluation and will be evaluated for cost reasonableness and realism only. If workload actually falls within this band, the price for AD would be added to AA, AB, and AC to arrive at the total monthly price.

Q: In regard to pricing the CLINs, the example given on replacement page 8 of Amendment 0001 indicates that CLIN 0001AA's price is multiplied by 11/36; CLIN 0001AB's price is multiplied by 22/36 and CLIN 0001AC's price is multiplied by 3/36. Please clarify how these fractions are derived. A: These fractions reflect the forecasted frequency of the workload actually falling within that band. For example, within the base period, the DRMS anticipates that workload will fall within the range of 0 to 35,000 lines for 11 of the 36 months. For 22 of the 36 months, the workload forecast is in the range of 49,001 lines. For the remaining three months of the base period, the workload forecast is in the range of 49,001 to 82,000 lines.

Q: In regard to CLIN 0002 and CLINs 0006 through 0009, we assume that the total hours given is the Government estimate/requirement over 36 months. Is this correct?

A: This is the Government estimate for the 36-month base period.

Q: Is CLIN 0001AD to be additive in the same manner as CLINs 0001AB and AC, or is it to be

priced as a stand-alone?

A: CLIN AD is additive. If workload actually falls within this band, the price for AD would be added to AA, AB, and AC to arrive at the total monthly price.

Q: CLIN 0001, paragraph C 1.1, and C 5.0. These paragraphs list transportation as a PA function. Only transportation of Contractor employees to various locations is further discussed in the detailed PWS. For clarification, please confirm that no transportation of material, outside DRMO sites, is included in PA funded requirements.

A: The PA is not required to transport any materials outside the service area. Paragraph C-5.0, General, states: "The Performing Activity (PA) shall provide labor, tools, materials, transportation within the service area and any other items and services not government furnished that are necessary to perform the selected logistics functions of the designated Defense Reutilization and Marketing Offices (DRMOs) as defined in this Performance Work Statement (PWS)."

Q: Paragraph 5.0.1. This paragraph requires use of AEDA inspectors. Is the PA responsible for providing AEDA inspectors or only for using Government AEDA inspectors?

A: The PA will use government AEDA inspectors and is responsible for maintaining a current letter file of qualified AEDA inspectors and ensuring that only individuals on the list sign the inert certifications as required.

Q: Paragraph C-5.1.7, as currently worded, is open-ended and represents an unknown risk to bidders, as well to the Government's MEO, with respect to several matters. First, the language in this paragraph does not tie back to the known closing DRMO sites listed on page 10 (paragraph 1.1) of the PWS. This infers that the "source boundary" for incoming property transfers from other DRMOs (not listed on page 10) is potentially as broad as the number of active DRMOs in the DRMS organization, irrespective of geographic location. Secondly, the fact that incoming property transfers from other DRMOs will not constitute "receipts" but will still require processing by the PA adds complexity to the accountability and timekeeping process, if source boundaries remain open-ended. We request that the Government amend the language in paragraph C-5.1.7 in order to define an appropriate boundary for incoming "transfer" workload. This could be done simply by tying C-5.1.7 back to the list of closing sites on page 10 of the PWS, which we believe is the Government's intent. If the Government later decides that additional DRMOs (not listed on page 10) should offload/transfer inventory to the PA at any one or more of the ten affected DRMOs covered by this solicitation, such action could be handled under the CHANGES clause.

A: This paragraph was not intended to tie in with the closing DRMOs. Property transfers can come from any DRMO. This paragraph emphasizes how to account for transfers to ensure that line items are not double-counted by DRMS as a whole. These transfers will constitute receipts as far as the PA is concerned. DRMS can make the distinction through the proper use of accounting codes (EG). Accounting code F indicates that property was a transfer from another DRMO and will not be reported as a new receipt into the DRMS overall accounting system, but it will be counted as a new receipt for a specific DRMO. When the historic workload was pulled for these sites, transfers were included as new receipts.

Q: One of the paragraphs requires the Program Managers to be available at any DRMO site within 1 hour? How is this possible?

A: Paragraph C-1.2.2 states that "... a PA representative shall be available in 1 hour..."

Q: In the future, are additional MOU/s coming into place?

A: Current arrangements can always change and those changes would be negotiated as required.

Q: There are performance requirements within the MOU/MOA's. Is it possible for the life of the contract?

A: The performance requirements stated within the MOU/MOA's should be assumed for the length of the performance period.

Q: The solicitation states in C-1.1 (General Information) that other DRMO processes such as physical demilitarization and hazardous property disposal are not included in this requirement. However the process flow-charts (Technical Exhibit 13, page 32 of Amendment 0001) indicate that the PA will be responsible for accepting and sorting all incoming material, including demil and HAZMAT items. This appears to be a "one touch" operation. We assume that no certified HAZMAT personnel are required nor would we have responsibility for verifying the demilitarized status of incoming material. Please clarify our responsibility regarding such items.

A: The PA will be responsible for receiving and identifying hazardous and demil property. The responsibility for warehousing hazardous property will remain with the Government. The PA will be responsible for storing DEMIL property but will not do any demilitarization. The PA will be required to recognize DEMIL property based on DEMIL codes either on the documents or through the DAISY system. If they are unable to identify from these sources, they will, through the COR, refer to the DRMO DEMIL coordinator, who will more than likely submit a challenge to HQ DRMS. Personnel receiving hazardous property, again, will be required to recognize property as HAZMAT based on documentation and other information provided by the DAISY system. Furthermore, they will need to know how to safely handle and treat HAZMAT during the receiving and issue process. They will be required to ensure that hazardous material (e.g. expired shelf life paint, adhesives etc., usually in original containers) agrees with that listed on the turn-in documents. The PA will initially identify hazardous waste per RCRA (e.g. used oil and solvents in 55-gallon drums) based on the documentation received and other information from the generator. However, the ultimate

responsibility for ensuring that the type of waste agrees with the documentation will be that of the Government.

Q: Can you provide specific line item numbers for sites being closed and the distribution of such line items to the new sites?

A: C-1.1 names the closing sites and shows where the property will be received (Gaining Site). TE 2 gives a site-by-site breakdown of historic workload which was the basis for TE 3 (projections).

Q: Is FY 98 line item data available for the ten DRMO locations?

A: FY 98 line item data is provided in TE 2.

Q: Section C-1.1 indicates that Fort Meade will gain Fort Belvoir. The MOA in TE 17-9 is between Fort Belvoir and Richmond. Is the Gaining Site information correct in C-1.1?

A: The gaining site information in C-1.1 is corrected by this amendment to show that both Richmond and Meade are gaining sites (50/50) for Belvoir property. The MOA in TE 17 is between Fort Belvoir and DRMS.

Q: On page 6 of Amendment 3, there is a question that asked if there is a page restriction for the proposal. The answer given was there is no page limitation. Page 380 (L14) of the RFP indicates a 50 page limit for the Operational Process Plan and Management Plan combined as well as a 75 page limit to the QA/Customer Satisfaction Plan, Surge and Sustainment Plan and Transition Plan combined. Question: Are the page limitations in L14 of the RFP no longer valid?

A: The page limitations stated in L14, WRITTEN PROPOSAL FORMAT: VOLUME I PART 2, are still

A: The page limitations stated in L14, WRITTEN PROPOSAL FORMAT: VOLUME I PART 2, are still valid

Q: Is the PA responsible for obtaining fire and casualty insurance for each of the buildings/structures and other Government property (e.g., MHE, ADPE/T) at each site, or will the Government provide the insurance even though control and safeguarding of these facilities is under the PA's domain. A: The PA is required to have insurance per clause HO2, INSURANCE (SEP 1989) DSCC 52.228-9C02, found on page 354 of the RFP. The Government is self-insured.

Q: With respect to the answer to question 4 [the above question], if the PA is responsible for obtaining fire and casualty insurance, will the Government provide a specific "limitation of liability" for each of the DRMO site inventories, buildings/facilities at each site, and GFP at each site? A: The PA is not responsible to provide fire and casualty insurance. The Government is self-insured.

Q: With respect to the CV Partner's right to access and control its 10% contiguous space assignment (as determined by the Government), can the Government offer a recommendation as to sharing of the fire and casualty insurance?

A: This is not a requirement for the PA or CV Partner.

Q: Is the CV Partner contractually required to insure its 10% of DRMO space for fire and casualty hazards?

A: This is not a requirement for CV Partner.

Q: With respect to the MEO and its handling of insurance costs, it is our belief that the Government will self-insure for these hazards. If this is correct, how will the Government offset insurance costs in a PA's bid to maintain a level playing field?

A: The Government is self-insured and there is no requirement for the PA to provide fire and casualty insurance.

Q: What is the nature of the relationship that the Government expects the PA (or MEO) to maintain with the Government's hazardous property disposal contractors at sites where there is no conforming storage?

A: The PA shall comply with paragraph 5.3.3, Hazardous Property, which states that the PA shall stage hazardous waste for removal by disposal contractors at the DRMO and shall provide Material Safety Data Sheets (MSDS) and offer Department of Transportation (DOT) required placards to customers whose conveyance does not have necessary warning placards.

Q: What is the nature of the relationship that the Government expects the PA (or MEO) to maintain with the hazardous property disposal contractors at sites where there is conforming storage?

A: In addition to staging hazardous waste for removal as covered in paragraph 5.3.3, Hazardous Property, the PA shall perform the functions set forth in paragraph 5.3.4, Movement of Property to Designated Areas. The PA shall relocate property from storage locations or receiving areas to the designated area for DMIL-required property, downgraded property, hazardous material, hazardous waste and Commercial Venture (CV) Partner as required by regulation or as authorized by the KO or designee, and shall update all records to reflect those relocations.

Q: Amendment 0001 provided additional information regarding the DRMS estimate of 100 Government FTEs and 20 Contractor FTEs performing the work covered by this solicitation as of the end of FY98. Does DRMS track the number and types/skills of part-time and/or temporary workers at the affected DRMOs, and will DRMS provide that information to bidders for at least the FY98-end period?

A: The Government is able to provide no further clarification of this information.

Q: Paragraph 3.2.6. This paragraph states that "The Government will maintain the existing levels of police and fire protection." It further states that "The Government will provide any security patrols over and above current level as requested by the PA, on a reimbursable basis." What is the current level? Is the current level satisfactory to the Government?

A: The current level is satisfactory to the Government. If the PA requires security over and above what the Government currently provides the PA would be responsible for reimbursing the Government for that additional security.

Q: The MOA for the Aberdeen Proving Ground, Section 8a, states that "DRMS will operate a Forward Receiving Area (FRA) manned by a minimum of 2 DRMS employees at the Edgewood Facility 3 days a week..." and Section 8b states that "Scrap property will continue to be processed at the existing APG recycling center manned by a minimum of 2 DRMS employees or an alternate site designated..." Are these positions included in the PA's responsibilities?

A: Positions for receipt, store, and issue of non-scrap property will be the responsibility of the PA. Scrap processing is not included in this solicitation.

Q: APG MOA Section 8a also states that "DRMS will be responsible for the operation and maintenance of DRMS owned equipment at the FRA". Is this equipment on the inventory list, and will this be a PA responsibility?

A: All government-furnished equipment is listed. The PA's responsibility relative to FRA equipment is as stated in paragraphs C-3.1.2.1, Material Handling Equipment (MHE), and C-3.1.2.2, Government-Furnished ADPE/T.

Q: In T.E. 2.1, Historic Data, Line Items Received in Place means somewhere else for the 10 DRMO sites. Does Line Items Received in place mean on site for the MOA sites? For example, Patuxent shows 2,783 L/Is RCVD in Place. Does that mean at Patuxent or some place Patuxent was responsible for?

A: Receipt in Place, for the performance period, does not include property physically processed at a Forward Receiving Activity. Historic data on Patuxent River receipts, in-place, are those not physically at DRMO Patuxent River but at a generator's site. The gaining DRMO for former DRMO Patuxent River property will continue these processes.

Q: According to Section C-1.1, Portsmouth will gain Romulus in 2001. It is also listed as a sub-site to Tobyhanna in T.E.2.1. Which site is the correct gaining site?

A: Historically, Romulus did contribute to Tobyhanna. Under more recent operations, Romulus generations will be the responsibility of Portsmouth. So both gaining sites are correct for the period they show. Portsmouth will be the gaining site for the performance period.

Q: Equipment that is being utilized by DRMO that was borrowed from the host, can contractors use? A: Equipment furnished for use by the PA is as specified in the solicitation. If the MHE is not called out in the RFP offerors should not assume its availability.

Q: Amendment 0001 revised the note in block 4 of section A to read, "Approximately 100 Government FTEs and 20 Contractor FTEs as of September 30, 1998 are currently performing the work covered by this solicitation." An earlier DRMS pamphlet entitled OMB Circular A-76 Competition and What it Means to You provided a breakdown of the 93 effected FTEs at the ten sites covered by this solicitation. A review of the statistics provided in the solicitation reveals that approximately 33% of the workload covered by this solicitation were being performed at the other twelve sites (including Williamsburg) which have been or are being closed. Does the 120 FTEs represent staffing at only the ten sites at which work will be performed or does it actually represent staffing at 22 sites, which will become "the work covered by this solicitation"? A: The 120 FTEs represent the staffing requirements at the 10 competed sites only for the their historic workload which is represented in TE 2. This number does not represent all staffing at all sites that will be reducing/closing and becoming part of the 10-site workload for the PA performance period.

Q: Amendment 0003, page 3, inserts CLIN numbers in para M02. It shows a CLIN 0011. Is there a CLIN 0011?

A: No, MO2 was revised in this amendment to delete CLIN 0011.

Q: Amendment 0003 pages 3 and 4 show changes in para L11 and L12. Are the eight additional copies of the oral presentation graphics cited in L12 the same ones cited in L11, or are this another eight copies?

A: The same eight that are cited in L11.

Q: CLIN 0006 references para 5.2.4.3. The first sentence of para 5.2.4.3 on DEMIL challenge and DEMIL holding areas seems to be outside the scope of CLIN 0006. Does CLIN 0006 cover all of the work to be performed under para 5.2.4.3?

A: Yes

Q: CLIN 0007 references para 5.3.2.2.2. Only the last sentence of para 5.3.2.2.2 seems to be covered by CLIN 0007. Does CLIN 0007 cover all the work to be performed under para 5.3.2.2.2? A: Yes

Q: We believe that the illustrative example for CLIN 5001 should actually be referring to prices that each bidder has developed for CLIN 50001AA, CLIN 5001AB, and CLIN 5001AC, and not CLIN 0001AA, CLIN 0001AB, and CLIN 0001AC as shown. Is this correct?

A: Yes; correction is made on page 8 of this amendment.

- 2. The combined monthly price for CLINs 5001AA and 5001AB will be multiplied by 7/12.
- 3. The combined monthly price for CLINs 5001AA, 5001AB, and 5001AC will be multiplied by 1/12.

These figures will then be added together to form the total monthly price for CLIN 5001 and multiplied by 12 months to form the option period pricing of CLIN 5001.

Illustrative example:

```
CLIN 5001AA (0 - 35,000 \text{ lines}) = \$100,000
CLIN 5001AB (35,001 - 49,000 \text{ lines}) = \$15,000
CLIN 5001AC (49,001 - 82,000 \text{ lines}) = \$25,000
\$100,000*(4/12) = \$33,333.33
\$115,000*(7/12) = \$67,083.33
\$140,000*(1/12) = $11,666.67
```

TOTAL MONTHLY PRICE = \$ 112,083.33

TOTAL EXTENDED PRICE FOR OPTION PERIOD \$112,083.33 * 12 = \$1,344,999.90